

AMENDMENT NUMBER 6
to
CONTRACT NUMBER DIR-SDD-223
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
HEWLETT PACKARD COMPANY

This Amendment Number 6 is to Contract Number DIR-SDD-223 ("Contract") between the Department of Information Resources ("DIR") and Hewlett Packard Company ("Vendor"). DIR and Vendor agree to the following:

1. **Contract Section II, Term of Contract**, is hereby restated in its entirety as follows:
The term of this Contract is hereby extended through May 2, 2008. Prior to expiration of the Contract term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.
2. **Contract Section III, Texas Customers, Subsection C. Pricing, Item Number 3(a)**, is hereby restated in its entirety as follows:
 - a) **Products and Services**:
The minimum discount for the Customer shall be calculated as follows:
$$\text{Minimum Customer Price Discount} = \text{Vendor Price} - \text{Customer Discount}$$

Additional discounts to the Minimum Customer Price Discount may be obtained through the subsequent negotiation of additional, project specific discounts based upon the volume of units to be purchased. Order Fulfillers shall have the right to offer the Customer additional discounts in accordance with either of the following: i) section (f) of this Subsection; or ii) authorization by the Vendor prior to any additional discounts being offered.
3. **Contract Section III, Texas Customers, Subsection C. Pricing, Item Number 8 (d)**, is hereby restated in its entirety as follows:
If Vendor discontinues manufacturing any of the following product families during a term of the Contract; dc5700, dc7700, or 6710b, Vendor and DIR agree to amend the Contract to incorporate the replacement product family and negotiate the discount that shall be applied.
4. **Contract Section III, Texas Customers, Subsection E. Use of Order Fulfillers, Item Number 1 (c)**, is hereby restated in its entirety as follows:
Vendor shall be fully liable for its Order Fulfillers' performance under the Contract and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract. DIR agrees to use reasonable efforts to notify Vendor in the event of an actual or perceived default in performance by an Order Fulfiller. In the event of a failure of performance, a mutually agreeable remedy for cure, in addition to other remedies that may be available, shall be that Vendor shall fulfill that portion of the Order Fulfiller performance that is in default.

5. **Contract Section III, Texas Customers, Subsection E. Use of Order Fulfillers, Item Number 4**, is hereby restated in its entirety as follows:

Order Fulfiller pricing to the Texas Customer shall be, at a minimum, based upon the Texas Customer price set forth in Appendix C, Texas Pricing and Product Index. This pricing schedule shall be restricted to Texas Customers for sales that pass through the Contract. This restriction is intended only to insure that Texas Customers receive the approved Vendor Pricing in Appendix C for Texas Customers and it is not intended to be a general restriction or prohibition for the Vendor or the Order Fulfiller regarding their ability to price products and services for other customers not serviced by this Contract.

Order Fulfillers are authorized by Vendor to i) offer an eligible Customer the approved Vendor Pricing in Appendix C; ii) additional discounts expressly (written) approved by Vendor for use under this Agreement, and iii) in the event Vendor offers a national or State of Texas special or promotional discount that Order Fulfiller is authorized by Vendor to offer to Texas Customers and this promotional pricing discount is greater (offers a lower final price) than the pricing in Appendix C, then the Order Fulfiller may offer this special promotion price as an alternative replacement to eligible Texas Customers in lieu of the Appendix C prices. Promotional pricing or discounts can not be added, compounded or "stacked" onto Appendix C discounts to lower Appendix C prices. Such pricing and offer is null and void and shall not be honored by Vendor and Vendor will not have any liability to DIR or Customers for such improper pricing.

6. **Appendix C, Texas Pricing and Product Index**, is hereby replaced in its entirety with the restated Appendix C dated May 2, 2007 as attached to this Amendment Number 6.
7. **Appendix F, Out-of-State Customer Pricing and Product Index**, is hereby replaced in its entirety with the restated Appendix F dated May 2, 2007 as attached to this Amendment Number 6.
8. **Exhibit 1, Vendor's Contract Marketing Plan**, is hereby incorporated into the Contract as attached to this Amendment Number 6.
9. **Exhibit 2, Vendor's Reporting Plan**, is hereby incorporated into this Contract as attached to this Amendment Number 6.
10. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be Amendment 6, Amendment 5, Amendment 4, Amendment Number 3, Amendment Number 2, Amendment Number 1, and finally Contract DIR-SDD-223.

IN WITNESS WHEREOF, the parties execute this Amendment Number 6 to be effective as of the date of last signature.

Hewlett Packard Company

**STATE OF TEXAS, acting by and
through the DEPARTMENT OF
INFORMATION RESOURCES**

By: *signature on file*

By: *signature on file*

Name: Patrick Long

Name: Cindy Reed

Title: Contracts Manager

Title: Deputy Executive Director

Date: 7/07/07

Date: 7/13/07

Legal: *signature on file 7/13/07*